

**THIRD AMENDMENT TO  
PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT  
BETWEEN  
ISLAMORADA, VILLAGE OF ISLANDS  
AND  
GRAYROBINSON, P.A.**

**THIS AGREEMENT** is made between GRAYROBINSON, P.A., a Florida Corporation, (the "Consultant"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the "Village") on this 1<sup>st</sup> day of October 2019.

**WHEREAS**, following the adoption of Resolution No. 16-09-65 by the Village Council on September 22, 2016, the Consultant and the Village, through mutual negotiation, agreed upon a Scope of Services and Fee for Professional State Lobbying Services for the Village and entered into a for Professional State Lobbying Consulting Services Agreement (the "Agreement") on October 3, 2016; and

**WHEREAS**, in accordance with the provisions of the Agreement, attached hereto as Exhibit A, the Village has the option to extend the term of the Agreement for successive one (1) year periods at a mutually agreed upon rate; and

**WHEREAS**, the Village extended the term of the Agreement for an additional year through adoption of Resolution 17-10-80, thereby approving the First Amendment; and

**WHEREAS**, the Village Council most recently approved the Second Amendment through the adoption Resolution No. 18-09-94, thereby extending the term of the Agreement through September 30, 2019; and

**WHEREAS**, the Village desires to engage the Consultant to perform the Services for an additional year; and

**WHEREAS**, the Consultant has agreed to provide the services described in the agreement for an additional year; and

**WHEREAS**, the parties desire to enter into this Third Amendment to modify the term of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

**Section 1. Amendment to Agreement.**  
as follows:

The Agreement is amended to read

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**2. Terms/Commencement Date.**

- 2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, ~~2018~~ 2019 and shall continue through September 30, ~~2019~~ 2020 (the "Term").

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**3. Compensation and Payment.**

- 3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of ~~Twenty-Four Thousand Dollars (\$24,000.00)~~ Forty-Eight Thousand Dollars (\$48,000.00) for the Term payable monthly in twelve (12) equal payments of ~~Two Four~~ Four Thousand Dollars ~~(\$2,000.00)-(\$4,000.00)~~. Compensation for any Renewal Term shall be by mutual agreement of the parties.

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**Section 2. No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this Third Amendment shall remain in full force and effect as if set for the herein.

**Section 3. Effective Date.** This Third Amendment shall be effective on the date first written above.

**(This Space is Intentionally Left Blank)**

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this Third Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:

**ISLAMORADA, VILLAGE OF ISLANDS**

Kelly S Toth  
Kelly Toth, Village Clerk

By: Seth Lawless  
Seth Lawless, Village Manager

Date: 9/23/19

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF ISLAMORADA,  
VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN  
ROGET V. BRYAN, VILLAGE ATTORNEY

**GRAYROBINSON, P.A.**

By: R. Dean Cannon, Jr.  
R. Dean Cannon, Jr., President

Date: Oct. 1, 2019